



CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND TWENTY

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AMESBURY CITY CLERK

SPONSORED BY: *Kassandra Gove* **BILL No. 2020-079**  
**Kassandra Gove, Mayor**

**An Order** to vote to appropriate \$73,000.00 to fund the FY 2020 portion of the collective bargaining agreement the City of Amesbury and Local 1783, International Association of Firefighters, for the period from July 1, 2019 to June 30, 2022.

**Summary:** This appropriation will fund the FY 2020 portion of the recently settled three (3) year labor contract between the City of Amesbury and Local 1783, International Association of Firefighters. This was the last collective bargaining agreement left unsettled by the previous administration.

Per Chapter 95-2 of City Ordinances (Bill No. 2006-16), the initial request for appropriations for funding of a labor contract agreement must be submitted by the Mayor as a unique measure separately from the annual operating budget and be accompanied by a copy of the contract for which funding is requested.

**Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:**

The City Council hereby appropriates \$73,000.00 to fund the FY 2020 portion of the collective bargaining agreement the City of Amesbury and Local 1783, International Association of Firefighters, for the period from July 1, 2019 to June 30, 2022.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF AMESBURY  
AND  
LOCAL 1783 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Except as modified by the terms of this Memorandum of Understanding all terms and conditions of the predecessor agreement expiring June 30, 2019 shall remain in full force and effect throughout the duration of this agreement, July 1, 2019 to June 30, 2022.

**Article 2, Vacancies, Section 2:** Amend to reflect as follows:

Include rank of captain, and in a subsequent paragraph “The employer shall anticipate and plan for the filling of vacancies in officer ranks and shall make all reasonable effort to have a promotional list available to fill such vacancies. In a case where a Civil Service list is in force for the following of provisional, acting, and temporary positions, such appointment shall be made from said list.”

**Article 4, Callback, Section 3.** Strike and replace with following:

When a member comes in for a callback, they will be compensated for a minimum of two (2) hours. The Lieutenant/OIC shall use these members to the best advantage of the department. This includes responding to emergency calls, or other normal tasks that need to be performed. If the member is kept past the two (2) hour time, that member will be compensated in one (1) hour intervals thereafter. The time calculation shall begin from the time that the call is toned out to members by dispatch. Members who are covering on call back, for all calls, are considered relieved from call back coverage duty when all apparatus and personnel on regular duty are back in the station and in service, or as otherwise directed by the officer in charge. A Member who is relieved from call back coverage duty prior to the expiration of the minimum two (2) hour period may be called back during that same two (2) hour period and compensated for another minimum of two (2) hours only at the discretion of the Chief/Lieutenant/OIC. Notwithstanding any other provisions of the collective bargaining agreement to the contrary, at no time shall any member be paid more than time and a half for any time worked under this Call Back Policy.

**Article 6, Holidays, Section 2, Holiday Overtime:** Effective July 1, 2019, amend to add New Year’s Eve 1800 hours to New Year’s Day 1800 hours.

**Article 8, Clothing, Section 1:** Amend to reflect as follows:

Probationary firefighter shall receive \$500.00. Add the following language: At the completion of their probationary period, new members will be provided with a class A dress uniform as part of their initial clothing issue. Class A dress uniform includes: One (1) bell cap and hat badge, One (1) Overcoat, One (1) Single breasted class A suit jacket, One (1) pair of matching dress pants, One (1) light blue long sleeve shirt, One (1) black tie, One (1) set white gloves, One (1) set each of collar brass [jacket and shirt], One (1) black badge band, and all associated patchwork.

**Article 9, Sick Leave, Section 4.** Amend to reflect as follows:

A member may add additional hours to pool upon approval by the Union and the Fire Chief.

**Article 9, Sick Leave, Section 6.** Amend to reflect as follows:

Increase maximum lump sum payment to \$20,000. Strike the following sentence: "If the employee so elects after all accrued sick leave is used, including any granted from the pool under Section 5, vacation may be used for sick leave benefits." And, replace with the following sentence: If an employee has exhausted his/her accrued sick leave and wants to access the general pool under Section 5 s/he must first exhaust any accrued vacation time.

**NEW, Article 9, Wellness Incentive.**

If perfect attendance for the first half (June 1<sup>st</sup> to December 1<sup>st</sup>) members will receive \$500; If perfect attendance in second half (December 1<sup>st</sup> to May 31<sup>st</sup>) members will receive \$500. All payments for this wellness incentive shall be paid in the first pay period of December.

**Article 10, Bereavement:** Amend to reflect as follows:

Strike any reference to "tour of duty" and replace with "shift." Define immediate family to include grandchild and extended family to include cousin.

**Article 11, Compensation Schedule, Section 1.** Amend to strike any reference to EMT-I. Also amend to reflect as follows:

Effective July 1, 2019: 2% increase to the wage schedule  
Effective July 1, 2020: 2% increase to the wage schedule  
Effective July 1, 2021: 2% increase to the wage schedule

Effective July 1, 2019: the differential pay between a top step lieutenant and a captain shall be 9%.

**Article 11, Compensation Schedule, Section 1.** Amend to strike any reference to EMT-I:

**Article 11, Compensation Schedule, Section 4 additional positions.** Amend to reflect as follows:

Add the following: All additional positions, when open, must post within seven (7) days. Positions will be awarded by the Chief or designee after thirty (30) days of posting and not more than forty-five (45) days after posting. All members interested, must apply for the position with a resume and proof of certification or credentialing inside the thirty (30) day posted window.

Remove Assistant Mechanic and Fire Alarm Superintendent positions.

Effective July 1, 2019, add the following positions.

Emergency Medical Service Coordinator:

Member will receive an additional 10% of the member's weekly compensation. Any additional hours worked while not on duty or while on weekends or holidays will be compensated at a rate of one and one half (1½) times the member's pay.

The EMS Coordinator will report directly to the Deputy Fire Chief in charge of EMS. He/she will work from guidelines established by the Chief or Deputy Chief.

The job duties of the EMS Coordinator shall be set forth in SOG 'EMS-30.'

EMS Preceptor: Members when performing duties will receive an additional five percent (5%) of member's weekly compensation.

Clinical preceptors will demonstrate an emphasis on quality patient care and the delivery of said care to the citizens of Amesbury. Clinical preceptors will be the primary clinical evaluator for all Firefighter/Paramedics and will report directly to the EMS Coordinator. EMS Preceptors will follow the written job description and responsibilities noted in the Amesbury Fire Rescue Firefighter/Paramedic Preceptor Program upon review and ratification by the Union. Any future changes or additional duties added to the Preceptor Program shall need additional ratification by the Union.

Positions for EMS Preceptors must be posted for a period of not less than ten (10) business days and be filled within ten (10) business days of the final posting date. All members, who meet the qualification, shall be eligible to apply and interview for said position. The interview panel will be made up of the Deputy Chief of EMS, EMS Coordinator, one (1) Lieutenant, and one (1) member at large. In the event two or more applicants are deemed equally qualified to fill a vacancy, the most senior of the applicants will be awarded the position.

Members needing to be temporarily reassigned to another group to maintain Preceptor coverage as needed, shall receive a minimum of fourteen (14) days written notice and five (5) days off before being transferred.

It is understood that precepting new and remediating Firefighter/Paramedics is a fluid, changing, and demanding event. EMS Preceptors will not be assigned to the ambulance at all times. When not actively training or evaluating, preceptors shall be afforded the same rights as all other members in respect to apparatus position.

The city will maintain four EMS preceptors, 1 per shift.

SCBA Technician: Member will receive \$1,000 per year, payable the first pay period in December. S/he will be appointed and work from guidelines established by the Fire Chief.

Fire Investigator: Member will receive an additional \$1,000 annual compensation paid the first pay period of December. Any additional hours worked while not on duty or while on weekends

or holidays will be compensated at a rate of one and one half (1 ½) time the member's pay. S/he will be appointed and work from guidelines established by the Chief of Department. The Fire Department shall maintain a minimum of three (3) fire investigators to work with the combined fire / police investigation team.

**Article 11, Compensation Schedule, Section 6 Special Paid Detail:** Amend to increase hourly rate to \$70.00.

**Article 11, Compensation Schedule, Section 7, Scuba Divers:** Strike section in its entirety.

**Article 12, Seniority, Section 2, Prior Service:** Amend to reflect as follows:

Prior service time in another municipal fire department shall be added to the Amesbury Fire Department service for purposes of employee entitlement to contract benefits in accordance with the following standards:

- A. The other municipal fire department must have been within the Commonwealth of Massachusetts.
- B. The prior service time must have been as a full-time, paid firefighter (volunteer or call service will not be counted);
- C. The prior time qualifying for addition to the Amesbury Fire Department service time for contract benefit entitlement purposes will not be added to Amesbury Fire Department service time for purposes of seniority in the Amesbury Fire Department as such defined in Section 1 of this Article; and,

In order to qualify for added service time pursuant to this section, an employee must submit a written request to the chief of department no later than one (1) year immediately following commencement of employment with the Amesbury Fire Department.

In the event of a reduction in the number of employees, termination shall follow Civil Service Guidelines for Seniority.

**Article 13, Education, Section 1:** Amend to reflect as follows:

~~Until the General Court amends Chapter 835 of the Acts of 1970 to include Firefighters, the members of the bargaining units will receive the following educational benefits: Firefighters who achieved 15 credits of Secondary Education, or so-called college credits, in accordance with this Agreement will receive \$300.00 annually as incentive pay raise over and above any other provision included in this Contract. In addition to the \$300 annual payment referred to in the preceding sentence, Firefighters will receive \$350.00 annually for each additional 15 credits attained up to the level of an associate degree, not to exceed \$1,350.00. Firefighter's actively pursuing a bachelor's degree will receive \$350.00 annually for each additional 15 credits above an associate degree, not to exceed \$8,000.00, upon completing a bachelor's degree. All payments will be made in a lump sum the first pay period of July following successful completion of the course work.~~

~~Firefighters will receive \$1,350.00 annually towards an Associate Degree in Fire Science, Paramedicine, Occupational Health and Safety, and Emergency Services Administration or other applicable Associate Degree at the discretion of the Fire Chief. All payments will be made in a lump sum the first pay period of July following successful completion of the course work.~~

~~Firefighters will receive \$8,000.00 annually for a bachelor's degree in Fire Science, Paramedicine, Occupational Health and Safety, and Emergency Services Administration or other applicable bachelor's degree at the discretion of the Fire Chief. All payments will be made bi-annually, \$4,000.00 in the first pay period of July and an additional \$4,000.00 in the first pay period of January.~~

~~Firefighters will receive \$10,000.00 annually for a master's degree in Fire Science, Paramedicine, Occupational Health and Safety, and Emergency Services Administration or other applicable master's degree at the discretion of the Fire Chief. All payments will be made bi-annually, \$5,000.00 in the first pay period of July and an additional \$5,000.00 in the first pay period of January.~~

The parties agree to amend Article 13, Section 1 by deleting Section 1, in its entirety effective July 1, 2018 and replacing it with the following new SECTION 1:

~~Effective July 1, 2018, employees who have obtained an Associate's degree shall be paid an educational incentive equal to 10% of base pay; employees who have obtained a Bachelor's degree shall be paid an educational incentive equal to 20% of base pay; and employees who have obtained a Master's degree shall be paid an incentive equal to 25% of base pay. Also, effective July 1, 2018, the educational incentives shall be rolled into base pay and paid via payroll.~~

**Article 13, Education, Section 2, Approved Learning:** Amend to strike the second paragraph in its entirety, "Firefighters who have completed all course requirements for Firefighter One and/or Firefighter Two through the Massachusetts Firefighting Academy or its equivalent will receive a one-time lump sum payment of \$100.00 for course completion on the first regular paycheck issued in the new fiscal year in July."

**Article 14, Emergency Medical Service, Section 2, EMT Advancement:** Amend to strike any reference to EMT-I.

**Article 14, Emergency Medical Service, Section 3, Infectious Disease:** Amend to strike any reference to Anna Jacques Hospital and replace with "appropriate receiving hospital"

**Article 15, Manpower, Section 1, Minimum Crew Size.** Amend to reflect the following:

A. The following minimum crew size provisions shall be effective: A. Vehicle Assignments:

FIRST DUE ENGINE 3/FIREFIGHTERS E.M.T.'s  
SECOND DUE ENGINE 2/FIREFIGHTERS E.M.T.'s  
LADDER 3/2 FIREFIGHTER E.M.T.'s  
AMBULANCE 2/FIREFIGHTERS E.M.T.'s

**Article 17, Grievance Procedures, Section C: Strike and replace with following:**

If the Mayor's response does not satisfactorily resolve the issue, the Union alone has the right to have the matter submitted to arbitration via the Labor Relations Connection or the American Arbitration Association, pursuant to Chapter 763, Acts of 1965. The grievance procedure herein set forth shall be a prerequisite prior to submission of the grievance to any of the above tribunals. The Arbitrator shall render an award within 30 days of the close of hearing or receipt of post-hearing briefs, whichever is later. Any award issued pursuant to this agreement shall be final and binding to all parties' subject to the provisions of General Laws, Chapter 150c, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of the agreement. The parties agree to split the fees issued by the arbitrator and arbitration tribunal.

**NEW, Training.**

Section 1: In accordance with the mission of the Amesbury Fire Department, members of Local 1783 shall be permitted to further their qualifications through training hours that are pre-approved by the Fire Chief in SOG 'TRA-08.' Training hours shall be set forth as follows:

- Each member will receive 72 hours for training hours bank annually on July 1st. Any course required by the Chief that has any fee associated will be paid by department. The department may cover the fee of any other course at the discretion of the Fire Chief.
- Training Banks will be established upon successful completion of the probationary period. Probationary members, members with less than (1) year on the Amesbury Fire Department, shall be excluded from the above training bank.

Section 2: Firefighters who have completed all course requirements for Firefighter One and/or Firefighter Two through the Massachusetts Firefighting Academy or its equivalent will receive a one-time lump sum payment of \$100.00 for course completion on the first regular paycheck issued in the new fiscal year in July.

This Agreement is subject to ratification by the Local 1783 Bargaining Unit and full funding by the City Council.

Signed and Agreed to this 30<sup>th</sup> day of April, 2020.

Local 1783, By:



President, Local 1783

City of Amesbury, By:



Mayor Cassandra Gove